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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

EAST CAREER AND TECHNICAL  
ACADEMY STUDENTS FOR LIFE,  
FELIPE AVILA, an individual, and  
JANELLE RIVERA, an individual,

Plaintiffs,

v.

CLARK COUNTY SCHOOL DISTRICT;  
EAST CAREER AND TECHNICAL  
ACADEMY; DR. JESUS JARA,  
individually and in his capacity and  
Superintendent of Clark County School  
District; TRISH TAYLOR, Individually  
and her capacity as Principal of East Career  
and Technical Academy; KAREN  
STELLUTO, individually and in her  
capacity as Assistant Principal of East  
Career and Technical Academy; and  
VINCENT MEDINA, Individually and in  
his capacity as Assistant Principal of East  
Career and Technical Academy,

Defendants.

Case No. 2:22-cv-01647-RFB-BNW

PLAINTIFFS' STATUS REPORT AND  
REQUEST FOR HEARING ON  
DEFENDANTS' FAILURE TO EXECUTE  
THE WRITTEN SETTLEMENT  
AGREEMENT AND FAILURE TO COMPLY  
WITH ITS TERMS

Plaintiffs East Career and Technical Academy (ECTA) Students for Life (SFLC), Felipe Avila, and Janelle Rivera hereby submit their Status Report pursuant to the Court's December 1, 2023 minute order. Because Defendants have failed, despite extended delay, to fulfill the requirements of the parties' settlement agreement negotiated with this Court's assistance, Plaintiffs respectfully request that this Court schedule a hearing on the reasons for Defendants' failure to execute the written settlement agreement, which accurately reflects the parties' agreement, and to order defendants to immediately comply with the parties' agreement.

1 As the Court is aware, quite some time ago the parties agreed to the terms of a settlement.  
2 On November 2, 2023, Plaintiffs provided defendants with a copy of the finalized written  
3 settlement agreement executed by Plaintiffs. Defendants' counsel had previously stated, on  
4 October 25, 2023, that a memorandum detailing school administrators' obligations under the First  
5 Amendment would be released "upon receiving signatures" from Plaintiffs in accordance with the  
6 agreement, and that payment for attorney fees would issue "14-21 days after receiving [the] signed  
7 copy."

9 On November 8, 2023, counsel for Defendants sent a "Draft Stipulation and Order for  
10 Dismissal with Prejudice" ("Draft Stipulation") for filing on the same day. However, Defendants  
11 had provided no evidence that the memorandum had been provided to school officials, or that  
12 payment had issued. Given Defendants' failures to perform as agreed, Plaintiffs objected to the  
13 Draft Stipulation, and the parties instead filed a joint status report. ECF No. 64.

15 On November 21, 2023, counsel for Plaintiffs contacted counsel for Defendants via email,  
16 and again on November 27 by email and phone, asking for a status update on Defendants'  
17 performance of the settlement requirements. Counsel for Defendants replied on November 30,  
18 that the school district needed clarification on payee information for the attorneys' fees payment.  
19 Later on November 30, Parties filed a joint status report again. ECF No. 66.

21 On December 11, 2023, counsel for Plaintiffs again requested a status update from counsel  
22 for Defendants, followed by a call on December 13. Counsel for Defendants stated that she would  
23 provide an update following a status call with Defendants on December 13. On December 15,  
24 2023, counsel for Plaintiffs requested the promised update. To date, counsel for Defendants has  
25 not replied.

26 Defendants have failed to countersign the settlement agreement and have failed to provide  
27 evidence that they have complied with their obligations under the parties' agreement. To  
28

1 Plaintiffs' knowledge, Defendants have made no material progress towards satisfying the terms  
2 they agreed to as part of the settlement negotiated with the Court's assistance. Plaintiffs are being  
3 harmed by the ongoing delay. If Defendants intend to renege on their agreement, Plaintiffs have  
4 a right to know that is the case and to pursue relief on behalf of their clients without further delay.

5 Wherefore, Plaintiffs respectfully request that the Court set a hearing at its earliest  
6 convenience on Defendants' failure to execute the parties' written settlement agreement and failure  
7 to comply with its terms.

8 DATED: December 18, 2023

THE O'MARA LAW FIRM, P.C.

10 /s/ David C. O'Mara

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